

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW HAMPSHIRE**

ANSYS, INC.

Plaintiff,

v.

**POSITION IMAGING, INC. and
JOHN DOE**

Defendants.

§
§
§
§
§
§
§
§
§
§

Civil Action No.

JURY TRIAL DEMANDED

COMPLAINT

Plaintiff, ANSYS, Inc. (“Ansys”), brings this action against Position Imaging, Inc. and John Doe (collectively “Defendants”), for copyright infringement and violations of the Digital Millennium Copyright Act’s (“DMCA”) anti-circumvention prohibitions and shows the following:

INTRODUCTION

1. This is a civil action seeking damages and injunctive relief arising out of the violation of Ansys’ intellectual property rights by Defendants Position Imaging, Inc. and John Doe.

2. Ansys is a global leader in engineering simulation software. With its portfolio of engineering simulation software, Ansys helps its customers solve complex design challenges and engineer products. Ansys provides services in a wide range of industries, including aerospace and defense, automotive, construction, consumer goods, and energy.

3. Ansys’ flagship products include Ansys Electronics Enterprise, Ansys Fluent, and Ansys Mechanical Enterprise software programs (collectively with all other Ansys software products, “Ansys Software”), which are protected by U.S. Copyright Registrations and owned by Ansys. Ansys Electronics Enterprise is a comprehensive platform for simulating various electrical

components, devices, and systems and includes several simulation solutions including Ansys Electronics Desktop (“Ansys Desktop”), Ansys Electronics Premium Maxwell (“Ansys Maxwell”), Ansys Electronics Premium HFSS (“Ansys HFSS”), Ansys Electronics Premium SIwave (“Ansys SIwave”), among others. Ansys Fluent software (a/k/a, “CFD”) is the industry leading fluid simulation software known for its advanced physics modeling capabilities and accuracy. Ansys Mechanical software is a best-in-class finite element solver with structural, thermal, acoustic, and piezoelectric simulation capabilities.

4. Ansys licenses its highly valuable Ansys Software to its customers. Ansys prevents unauthorized access of the Ansys Software through the use of technological measures. Ansys’ license agreement, which all users see on their computer screens and to which all users must agree to in order to use the Ansys Software, states the Ansys Software may collect information to determine if modifications to certain code files have been made or if there is suspected or confirmed unauthorized access to or use of the Ansys Software.

5. Despite the fact that Ansys Software includes technological measures to control access to it, and users are put on notice of the same by agreeing to the license agreement, Defendant John Doe obtained, installed on computer systems, and used pirated Ansys Software. Defendant John Doe committed copyright infringement and DMCA violations when they downloaded pirated Ansys Software, circumvented Ansys’ technological measures protecting the software, and used the unlicensed Ansys Software to solve complex design problems and to engineer products and solutions for themselves, their employers, and others. Defendant Position Imaging also committed copyright infringement and wrongfully benefitted as a result of John Doe’s use of pirated Ansys Software for its benefit.

6. Defendant John Doe’s currently known infringing conduct consists of hours of use of Ansys Software beginning as early as March 2024. On information and belief, Defendant John Doe worked for Position Imaging, which is a technology-based firm with a need for simulation software like Ansys Software.

7. Although the identity of Defendant John Doe is currently unknown, Ansys knows the email address of the infringer, y****g@position-imaging.com, which corresponds to the internet domain for the website of Defendant Position Imaging. Ansys will seek leave to amend this Complaint when the identity of Defendant John Doe has been discovered and revealed.

THE PARTIES

8. Ansys is a Delaware corporation with a principal place of business located at Southpointe, 2600 Ansys Drive, Canonsburg, Pennsylvania 15317. Ansys does business throughout the State of New Hampshire.

9. Position Imaging, Inc. describes itself as “The Leader in Package Logistics & Asset Location”; it provides a tracking platform for its customers’ use in their logistics supply chain.¹ Position Imaging’s principal place of business is located at 22 Marin Way, Stratham, New Hampshire 03885. Position Imaging does business throughout the State of New Hampshire.

10. Ansys is unaware of the true name of John Doe and therefore sues him under a pseudonym. Ansys will seek leave of Court to amend this Complaint to correctly identify John Doe when his true name is ascertained. Ansys is informed and believes and thereby alleges that fictitiously named John Doe is responsible in some manner for the infringement occurrences alleged in this Complaint, and that Ansys’ damages were proximately caused by Position Imaging and John Doe. On information and belief, John Doe is an employee of Position Imaging, Inc.

¹ www.position-imaging.com, last accessed January 9, 2025.

JURISDICTION AND VENUE

11. Ansys brings its copyright infringement claims under 17 U.S.C. §§501 *et seq.* and its DMCA violation claim under 17 U.S.C. §§1201 *et seq.* This Court has original and exclusive jurisdiction over the subject matter of this Complaint pursuant to 28 U.S.C. §§ 1331 and 1338(a).

12. Venue and personal jurisdiction in this District are proper under 28 U.S.C. §§ 1391(b)-(c) and/or 28 U.S.C. § 1400(a). Position Imaging is domiciled in New Hampshire and the piracy of Ansys Software is believed to have occurred in New Hampshire. On information and belief, a substantial part of the acts of infringement complained of herein occurred in this District.

BACKGROUND FACTS

A. How Ansys Software is Legally Purchased and Operated

13. Ansys generally sells perpetual licenses, annual leases, and maintenance subscriptions to Ansys Software. As long as a maintenance subscription, or the annual lease, is maintained, the customer has access to and may download updates and subsequent versions of the Ansys Software, as well as associated user documentation.

14. To purchase a license to Ansys Software, a customer must issue a purchase order to Ansys or to an authorized reseller or sign an agreement. To download Ansys Software from Ansys, a customer must log in through their Ansys account. Once Ansys has obtained a signed contract or payment from the customer, the customer can log in to Ansys' customer portal and download the executable files for the licensed Ansys Software.

15. Once Ansys has obtained a signed contract or payment from the customer, in a separate email, or through a download from the customer portal, Ansys sends the customer a license key for the customer's licensed copy of the purchased Ansys Software. The license key is

readable by the licensing tools that are integrated directly into the Ansys Software and facilitates Ansys Software license compliance for its products.

16. When a user installs an Ansys Software program, and specifically when the user runs the executable files associated with the setup of an Ansys Software program, a local copy of the Ansys Software (the usable, object code version thereof) is created on the user's machine.

17. When a customer initiates an authorized Ansys Software program, the licensing tools are activated and inquire as to whether that copy of the Ansys Software program is associated with a valid license. If the customer has a valid license, the licensing tools will access and verify the license key. Once the license key is verified, the Ansys Software is enabled for the customer's use. If there is no valid license key, the Software will not start.

B. Piracy of Ansys Software

18. Piracy of software occurs when users download, access, and reproduce software for which they have not purchased a valid license. The ease of digital replication of software lends itself to illegal copying of software, where users may make multiple copies of a software program, and then distribute the copies to users who have not legally purchased a license to the software (*i.e.*, either distributing copies of the software for free or selling the copies of the software at deeply discounted prices).

19. To reduce the use of illegally copied software, software providers, including Ansys, implement license verification technology that will prevent the software from functioning unless the user has legally purchased a license. This license verification technology may be a software mechanism or a physical mechanism attached to a single computer. The license verification technology may be in the form of either a license key (*i.e.*, a series of numbers and letters sometimes stored in a computer file) that a user types in or that the software reads from a file

during the software installation or launch process, or a hardware device, where the software will operate correctly only when the hardware device is attached to the computer executing the software. The license verification technology and the license key are provided by the software provider to the buyer when the software is purchased legally. Users who have not made a legitimate purchase of a software license will not have access to the license key or hardware device provided by the software provider, and therefore the software will not function properly unless it is tampered with.

20. Software hackers reverse engineer the technological measures used to control access to the software and then provide processes and utilities to bypass the license verification technology, thus allowing unauthorized use of the software. The hackers' processes and utilities mimic the license verification technology (*e.g.*, keys, hardware devices, *etc.*) and allow pirated software to function as if it were legally purchased software. Software utilities that mimic the license verification technology are often referred to as "cracked" licenses. Software hackers may also create hacked versions of the software such that a license is not needed during installation.

21. Sophisticated websites exist where illegally obtained software, the software utilities that mimic the license-verification technology, and hacked versions of the software may all be downloaded and installed by those who refuse to pay for properly licensed software. Each hacked version of the software represents a lost sale and/or license for the company that owns the software and for resellers of the software (who may provide hardware installation and support, and software configuration, customization, and maintenance).

22. Software that has been hacked or modified to use a cracked license may also contain malware that can damage computer systems, and/or infiltrate the computer network and the data on the network. Hacked software also may not operate properly, which damages the reputation of

the software company that has no oversight or control of the quality of the hacked versions of its software, or the products produced by that software.

C. Piracy Detection and Reporting Security Software

23. Piracy Detection and Reporting Security Software (“PDRSS”) exists to identify instances of pirated software in use and reveal to the software providers the identity and location of organizations utilizing the pirated software. Identification of pirated software allows the software providers to take legal action against intentional software piracy, notifying organizations and individuals of the illegal use of the software (and the potential malware problems that can accompany pirated software), and sell valid software licenses to replace the previously illegally obtained software programs and recoup lost sales. Ansys identifies pirated software in use through PDRSS which, along with the license verification technology, is a component of the technological measures used to control access to the software.

24. Software providers, such as Ansys, embed the PDRSS within their software, validate the patterns and thresholds that will trigger on pirated software (and will not trigger on validly purchased software), and then release the software.

25. Data from the embedded PDRSS generates a report that identifies the software that has been pirated and the organizations utilizing the pirated software, such as the version of the software being used, the license serial number, the IP address of the organization where the pirated software is running, the identifying name of the computer, and a MAC address. Through the technological measures used to control access to the software, Ansys collects this identifying information to determine when pirated and unlicensed versions of its Ansys Software are being utilized.

26. Ansys collects a large volume of data through the use of PDRSS that must be reviewed, analyzed, and investigated to determine and confirm the source of any infringement. Through review, analysis, and investigation of the PDRSS data, Ansys discovered that Defendants used unlicensed and pirated Ansys Software, which included a list of specific IP addresses for each unauthorized installation, use, and reproduction.

27. Pirated versions of the Ansys Software cannot be downloaded and installed accidentally or innocently. Rather, downloading and installing pirated Ansys Software is a multi-step process that requires willful and deliberate action to circumvent technological measures that are put in place to deter and detect such conduct.

28. As a direct and proximate result of Defendants' acts of infringement, Ansys has suffered damages and will continue to suffer damages through loss of substantial licensing revenue, and diminishment of the exclusivity, inherent value, and marketability of the Ansys Software.

29. As a direct and proximate result of Defendants' acts of infringement, Ansys has suffered and continues to suffer irreparable harm for which there is no adequate remedy at law.

THE INFRINGED COPYRIGHTS

30. Ansys Software is protected by numerous U.S. copyright registrations.

31. Ansys owns U.S. Copyright Registration No. TX0009377393, registered on March 26, 2024, to ANSYS, Inc. and titled "Ansys Electromagnetics Suite 2024 R1" ("Ansys Copyrighted Software"). Attached as Exhibit 1 is a true and correct printout from the U.S. Copyright Catalog for Ansys' U.S. Copyright Reg. No. TX0009377393.

COUNT 1
DIRECT COPYRIGHT INFRINGEMENT OF
U.S. COPYRIGHT REG. NO. TX0009377393
(Defendant John Doe)

32. Ansys incorporates the previous paragraphs of this Complaint by reference and realleges them as originally and fully set forth here.

33. Ansys owns U.S. Copyright Reg. No. TX0009377393, which covers Ansys Electronics Desktop.

34. Defendant John Doe knowingly and intentionally used pirated copies of Ansys Electronics Desktop for months, beginning as early as March 2024. In doing so, Defendant John Doe willfully infringed U.S. Copyright Reg. No. TX0009377393 and will continue to do so unless enjoined by this Court.

35. As a direct and proximate result of Defendant John Doe's infringing acts, Ansys has suffered and will continue to suffer injury and damages, including loss of substantial licensing revenue and diminishment of the exclusivity, inherent value, and marketability of the Ansys Electronics Desktop software. Unless such acts and practices are enjoined by the Court, Ansys will continue to be injured in its business and property rights and will suffer and continue to suffer injury and damages, which are causing irreparable harm and for which Ansys is entitled to relief.

36. Accordingly, Defendant John Doe has violated 17 U.S.C. § 501, and this violation is willful.

37. As a result of Defendant John Doe's infringement, Ansys is entitled either to actual damages and any additional profits of Defendant John Doe pursuant to 17 U.S.C. § 504(a)-(b) or to statutory damages pursuant to 17 U.S.C. § 504(c).

38. Ansys is further entitled to costs, including reasonable attorneys' fees, pursuant to 17 U.S.C. § 505.

39. As a result of Defendant John Doe's infringement of Ansys' copyright and its exclusive rights under copyright, Ansys is also entitled to injunctive relief prohibiting Defendant John Doe from further infringing Ansys' copyrights.

COUNT 2
VICARIOUS COPYRIGHT INFRINGEMENT OF
U.S. COPYRIGHT REG. NO. TX0009377393
(Defendant Position Imaging)

40. Ansys incorporates the previous paragraphs of this Complaint by reference and realleges them as originally and fully set forth here.

41. To show vicarious infringement, a plaintiff must prove that a defendant: (1) has a direct financial interest in the infringing activity; and (2) has the right and ability to supervise the activity which causes the infringement. Intent or knowledge of the infringement is not an element of a claim for vicarious liability.

42. Defendant John Doe downloaded and used a cracked copy of Ansys Electronics Desktop for months, beginning as early as March 2024. Defendant John Doe's actions directly infringed Ansys U.S. Copyright Reg. No. TX0009377393.

43. Defendant John Doe's infringing conduct consists of hours of active time using the Ansys Software over various sessions. On information and belief, Defendant John Doe worked for Position Imaging, which is an engineering or technology-based firm with a need for simulation software.

44. Position Imaging had a direct financial interest in Defendant John Doe's infringing use of Ansys Electronic Desktop. On information and belief, Defendant John Doe illegally used Ansys Electronic Desktop for the benefit of Position Imaging. On information and belief, Position Imaging profited from John Doe's direct infringement of Ansys' U.S. Copyright Reg. No. TX0009377393.

45. Further, as Defendant John Doe's employer, Position Imaging had the right and ability to supervise its employee's direct infringement, and to prevent its employee from using pirated software for work-related purposes. Based on information and belief, Position Imaging failed to supervise Defendant John Doe and/or failed to take reasonable precautions to prevent Defendant John Doe from using pirated software.

46. Accordingly, Position Imaging committed vicarious copyright infringement under 17 U.S.C. § 501.

47. As a result of the vicarious copyright infringement by Position Imaging, Ansys is entitled either to actual damages and any additional profits of Position Imaging pursuant to 17 U.S.C. § 504(a)-(b) or to statutory damages pursuant to 17 U.S.C. § 504(c).

48. Ansys is entitled to costs, including reasonable attorneys' fees, pursuant to 17 U.S.C. § 505.

49. As a result of Position Imaging's infringement of Ansys' copyright and its exclusive rights under copyright, Ansys is also entitled to injunctive relief prohibiting Position Imaging from further infringing Ansys' copyright.

COUNT 3
CONTRIBUTORY COPYRIGHT INFRINGEMENT OF
U.S. COPYRIGHT REG. NO. TX0009377393
(Defendant Position Imaging)

50. Ansys incorporates the previous paragraphs of this Complaint by reference and realleges them as originally and fully set forth here.

51. A defendant may be held liable for contributory copyright infringement if, with knowledge of the infringing activity, it materially contributes to the infringing conduct of another. A claim for contributory infringement does not require a showing that the defendant intended to foster infringement. To establish a "material contribution" claim, a plaintiff must show that the

defendant (1) had actual or constructive knowledge of the infringing activity, and (2) encouraged or assisted others' infringement, or provided machinery or goods that facilitated infringement.

52. Defendant John Doe downloaded and used a cracked copy of Ansys Electronics Desktop for months, beginning as early as March 2024. Defendant John Doe's actions directly infringed Ansys U.S. Copyright Reg. No. TX0009377393.

53. Defendant John Doe's hours of use of cracked Ansys Software is consistent with use for and on behalf of an employer.

54. On information and belief, Position Imaging had at least constructive – and likely actual – knowledge of Defendant John Doe's infringing activity based on the nature of the infringing conduct.

55. Accordingly, Position Imaging committed contributory copyright infringement under 17 U.S.C. § 501.

56. As a result of Position Imaging's contributory copyright infringement, Ansys is entitled either to actual damages and any additional profits of Position Imaging pursuant to 17 U.S.C. § 504(a)-(b) or to statutory damages pursuant to 17 U.S.C. § 504(c).

57. Ansys is entitled to costs, including reasonable attorneys' fees, pursuant to 17 U.S.C. § 505.

58. As a result of Position Imaging's contributory infringement of Ansys' copyright and its exclusive rights under copyright, Ansys is also entitled to injunctive relief prohibiting Position Imaging from further infringing Ansys' copyrights.

**COUNT 4
VIOLATIONS OF DMCA
(Defendant John Doe)**

59. Ansys incorporates the previous paragraphs of this Complaint by reference and realleges them as originally and fully set forth here.

60. Ansys uses technological measures to control access to and copying of its Ansys Software, and to prevent unauthorized access and unauthorized copying.

61. On information and belief, Defendant John Doe defeated the technological measures used to control access to the software, which has allowed Defendant John Doe to access and copy the valuable Ansys Copyrighted Software without authorization.

62. Defendant John Doe's conduct has caused, and unless enjoined will continue to cause, irreparable harm to Ansys, for example, through loss of substantial licensing revenue and diminishment of the exclusivity, inherent value, and marketability of Ansys' Copyrighted Software.

63. Accordingly, Defendant John Doe has willfully violated 17 U.S.C. § 1201.

64. As a result of Defendant John Doe's willful unlawful circumvention, Ansys is entitled either to actual damages and any additional profits of Defendant John Doe pursuant to 17 U.S.C. § 1203(c)(2) or to statutory damages pursuant to 17 U.S.C. § 1203(c)(3).

65. Ansys is entitled to costs and reasonable attorneys' fees pursuant to 17 U.S.C. § 1203(b).

PRAYER FOR RELIEF

Ansys respectfully asks this Court to summon each Defendant to appear and answer this Complaint, and after being heard on the merits, grant judgment in favor of Ansys as follows:

- (a) Find Defendant John Doe liable for direct copyright infringement of U.S. Copyright Reg. No. TX0009377393;
- (b) Find Position Imaging liable for vicarious copyright infringement of U.S. Copyright Reg. No. TX0009377393;

- (c) Find Position Imaging liable for contributory copyright infringement of U.S. Copyright Reg. No. TX0009377393;
- (d) Find that each Defendants' copyright infringement was willful and knowing;
- (e) Enter a preliminary and permanent injunction prohibiting all Defendants, and their agents, servants, and employees, and all persons acting in concert with or for them, from continuing to reproduce, distribute, display, disseminate, transmit, make available for download, or otherwise use Ansys Copyrighted Software in any manner whatsoever appropriating or in violation of Ansys' copyright;
- (f) Order all Defendants and their agents, servants, and employees, and all persons acting in concert with or for them, to destroy all copies of Ansys Copyrighted Software that Defendants have used and/or downloaded onto any computer hard drive or server without Ansys' authorization and to destroy copies of that downloaded software transferred onto any physical medium or device in Defendants' possession, custody, or control;
- (g) Find Defendant John Doe liable for unlawful circumvention of technological measures used to control access to Ansys Copyrighted Software in violation of the DMCA;
- (h) Award Ansys its actual damages and all Defendants' additional profits in an amount to be determined at trial;
- (i) Award Ansys statutory and other damages as provided under the Copyright Act and the DMCA;
- (j) Order an accounting of the use and/or download by each Defendant of Ansys Copyrighted Software;

- (k) Order an accounting of any revenues or profits realized by or through each Defendants' use and/or download of Ansys Copyrighted Software;
- (l) Award Ansys prejudgment and post judgment interest;
- (m) Award Ansys costs, attorneys' fees, and expenses arising from this suit; and
- (n) Grant Ansys such other relief as this Court deems just and proper.

JURY DEMAND

In accordance with FED. R. CIV. P. 38 and 39, Ansys asserts its rights under the Seventh Amendment to the United States Constitution and demands a trial by jury on all issues that may be so tried.

Dated: January 30, 2025

Respectfully submitted,

ANSYS, INC

By its attorneys,

/s/ Bryanna K. Devonshire

Bryanna K. Devonshire (NH Bar #269462)
Sheehan Phinney Bass & Green PA
1000 Elm Street
Manchester, NH 03101
(603) 627-8109
bdevonshire@sheehan.com

Steven M. Veenema*
Sheehan Phinney Bass & Green PA
28 State Street, 22nd Floor
Boston, MA 02109
(617) 897-5605
sveenema@sheehan.com

John F. Luman III*
Heath A. Novosad*
DANIELS & TREDENNICK PLLC
6363 Woodway, Suite 700
Houston, Texas 77057
(713) 917-0024 – Telephone
(713) 917-0026 – Facsimile

luman@dtlawyers.com
Heath@dtlawyers.com

**Pro Hac Vice applications forthcoming*